

ORIGINAL

District Court of the United States
Judicial District of Texas

U.S. DISTRICT COURT NORTHERN DISTRICT OF TEXAS FILED NOV 20 2014 CLERK, U.S. DISTRICT COURT By _____ Deputy _____	12:37 PM ctb
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UNITED STATES OF AMERICA)

v.)

4:14-CR-00023-A

CHRISTOPHER ROBERT WEAST) Special Appearance Only

Evidence and Proof
McBryde was Protecting Prosecutor When Asked
About the Bid Bond and Performance
Bond

1. Exhibit 1M - U.S. Department of Justice Cost Sheet for Denton Services
2. Exhibit 1N - Payment Bond as requested from the Prosecutor multiple times.

All Rights Reserved
/s/ Christopher Robert (Pro Hac Vice)
CHRISTOPHER ROBERT WEAST
Under Protest

*This is a detention cost form (6 pages)
I thought you might be interested*

U.S. Department of Justice
United States Marshals Service

Cost Sheet for Detention Services

INSTRUCTIONS: Form USM-243 should be completed and submitted to the U.S. Marshal by the local government for the acquisition of detention services for federal prisoners. The cost information contained in this form will be reviewed by a representative from the U.S. Marshals Service Headquarters. Upon request, additional supporting data in addition to that included as part of this cost sheet may be requested. The individual designated in Section V will be contacted by a U.S. Marshals Service representative to negotiate a jail per diem rate and its effective date. Upon completion of negotiations, and Intergovernmental Service Agreement (ICTA) will be issued by the U.S. Marshals Service Headquarters and forwarded to the local government for review and signature. **Local Governments shall only request the reimbursement of costs to the extent provided for in the latest revision of OMB Circular No. A-87.** OMB Circular No. A-87 sets forth the principles and standards for determining costs for federal awards carried out through agreements with state and local governments. Detailed instructions can be found on the U.S. Marshals Service web site at <http://www.usmarshals.gov/prisoner/243instr.htm>. If additional guidance is required, please contact U.S. Marshals Service Headquarters, Prisoner Operations Division (202) 307-5100.

SCHEDULE A

SECTION I - GENERAL INFORMATION

1. NAME OF FACILITY:

2. PHONE NUMBER:

3. PHYSICAL ADDRESS OF FACILITY:

SECTION II - FINANCIAL DATA SUMMARY

4. TOTAL OPERATING COST FOR JAIL:

A. TIME FRAME (Fiscal Year): From: _____ To: _____
(Month/Year) (Month/Year)

(On and (B) in the column for 1 through 1 below. These values are automatically calculated from the data entered on subsequent pages.)

ANNUAL COST

B. Total Personnel Costs (Schedule B - Part I).....	\$0.00
C. Total Personnel Benefits (Schedule B - Part II).....	
D. Total Consultants and Contract Service (Schedule C).....	
E. Other Direct Operating Costs (Schedule D).....	
F. Indirect Costs (Schedule E*).....	
* A certified cost allocation plan must be submitted if reimbursement for indirect costs is required.	
G. Equipment Depreciation Costs (Schedule F).....	\$0.00
H. Building Depreciation Costs (Schedule G).....	
I. Total Operating Costs (Schedule B-G).....	\$0.00

TOTAL ACTUAL OPERATING COST FOR PRIOR FISCAL YEAR.....

~~Exhibit~~
Exhibit 1M

c.	Full-Time: _____ Part-Time: _____			
TOTAL:				

[illegible]

CERTIFICATION OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal [identify date] to establish cost allocations or billings for [identify period covered by plan] are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments," and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or casual relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

24. GOVERNMENTAL UNIT:

25. NAME OF OFFICIAL:

26. TITLE:

27. SIGNATURE:

28. DATE:

**SCHEDULE G
BUILDING DEPRECIATION**

31.) Provide an explanation of method used by state, county or city to depreciate buildings. Show date of construction-, cost of construction (cost of land/site is not allowable)-, number of years in depreciation cycle. Note that federal assistance revenues used for building construction are considered offsetting revenues and are to be subtracted from cost of construction. In lieu of building depreciation an annual use allowance of 2% of acquisition cost may be substituted. Treatment of these costs must be consistent with local government's method. If claiming debt service arising from construction or renovation of a facility, please specify in "other" below.

a.) Depreciation Computation:

Facility	Year of Construction	Original Construction Cost	Annual Depreciation Claimed *
Subtotal:			
Less Federal grant assistance revenues or grants including awards under Cooperative Agreement Program (place - symbol before amount):			
Total:			

* Generally 2% of original construction cost.

b.) Method of calculating depreciation used by state, county or city (i.e., specify depreciation method if 2% depreciation allowance is not utilized by the state, county, or city):

REINSURANCE AGREEMENT FOR A BONDS STATUTE PAYMENT BOND *(See instructions on reverse)*

OMB Control Number: 9000-0045
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY*		2A. AMOUNT OF THIS REINSURANCE \$	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NO.	4B. DATE OF BOND	4C. BOND NO.
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION (If Corporate Principal)	

AGREEMENT:

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and countersecured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

THEREFORE:

1. The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance;" and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

*Items 1, 2, 4D - furnished legal name, business address and ZIP Code. (Over)

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Previous edition is usable

STANDARD FORM 274 (REV. 4/2013)
Prescribed by GSA - FAR (48 CFR) 53.228(f)

Exhibit 1N

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by 40 U.S.C. 3133 may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY

5A. (1) SIGNATURE	(2) ATTEST SIGNATURE	Corporate Seal
5B. (1) NAME AND TITLE (Typed)	(2) NAME AND TITLE (Typed)	

6. REINSURING COMPANY

6A. (1) SIGNATURE	(2) ATTEST SIGNATURE	Corporate Seal
6B. (1) NAME AND TITLE (Typed)	(2) NAME AND TITLE (Typed)	

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Bonds Statute payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in bid or proposal.

One copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filled with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

Exhibit 1N

Christopher Robert

41797117

Federal Corrections Institution

P.O. Box 15330

Fort Worth (zip exempt)

Texas State

United Sovereigns of Earth

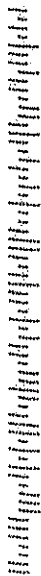
Non Domestic, Non Federal

CLERK OF COURT

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U.S. DISTRICT COURT
FORT WORTH, TEXAS

7610283758



House of

West

Estate Disposition

Judge McBryde

c/o Eldon B Mahon

501 West 10th Street Room 310

Fort Worth (zip exempt)

Texas State

United Sovereigns of Earth

Non Domestic, Non Federal

